

**CONRAIL**

8863  
RECORDATION NO. .... Filed & Recorded

JUN 24 1977 -7 15 PM

RECORDATION NO. 8863 Filed & Recorded

INTERSTATE COMMERCE COMMISSION

JUN 24 1977 -7 15 PM

Date 6/24/77

Fees 100.00

INTERSTATE COMMERCE COMMISSION

June 23, 1977

ICC Washington, D.C.

RECORDATION NO. 8863 Filed & Recorded

8863-A

Robert L. Oswald, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

JUN 24 1977 -7 15 PM

RECORDATION NO. .... Filed & Recorded

INTERSTATE COMMERCE COMMISSION

JUN 24 1977 -7 15 PM

Dear Mr. Oswald:

INTERSTATE COMMERCE COMMISSION

Pursuant to Section 20c of the Interstate Commerce Act and as provided by Volume 49 Code of Federal Regulations Sections 1116.1 through 1116.4, we present the following documents, all dated as of April 15, 1977, for recordation:

- A) Interim Conditional Sale Agreement between General Motors Corporation and United States Trust Company, as Trustee, and

Interim Agreement and Assignment between General Motors Corporation, General Electric Credit Corporation and J.P. Morgan Interfunding Corp;

- B) Interim Lease of Railroad Equipment between Consolidated Rail Corporation and United States Trust Company, as Trustee, and

Interim Assignment of Lease and Agreement between United States Trust Company, as Trustee, General Electric Credit Corporation and J.P. Morgan Interfunding Corp.

The names and addresses of the parties to the documents are:

With respect to the documents described under A):

Vendor and Assignor

General Motors Corporation  
(Electro-Motive Division)  
LaGrange, Illinois

Purchaser United States Trust Company ✓  
of New York, as Trustee  
45 Wall Street  
New York, New York 10005

Assignee J.P. Morgan Interfunding Co. ✓  
37 Wall Street  
New York, New York 10005

General Electric Credit Corporation  
P.O. Box 8300  
Stanford, Connecticut 06904

With respect to the documents described under B):

Lessor United States Trust Company ✓  
of New York, as Trustee  
45 Wall Street  
New York, New York 10005

Lessee Consolidated Rail Corporation ✓  
1310 Six Penn Center Plaza  
Philadelphia, Pa. 19104

Guarantor General Motors Corporation and  
General Electric Corporation

The equipment covered by the documents are:

Type	AAR Mechanical Designation	No. of Units	Marked*	Numbers (Inclusive)
3000 HP Model U23-B diesel- electric locomotive	CC	10	Conrail	2789-2798
3000 HP Model SD40-2 diesel- electric locomotive	CC	18	Conrail	6390-6407

Wrong #s  
see doc.

\*Each unit will have marked thereon the following legend:  
"Ownership subject to a Security Agreement filed  
under the Interstate Commerce Act, Section 20c".

Conditional Sale

Robert L. Oswald, Secretary  
June 23, 1977  
Page 3

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>No. of Units</u>	<u>Marked*</u>	<u>Numbers (Inclusive)</u>
2000 HP Model GP38-2 diesel- electric locomotive	BB	8.	Conrail	8173-8180

Two of our checks, in the amount of \$50.00 each, are enclosed to cover the recordation fees.

These documents have not been previously recorded with the Interstate Commerce Commission.

After retaining one counterpart original of the documents please return the remaining copy, stamped with your recordation number, to Consolidated Rail Corporation, Room 1138, Six Penn Center Plaza, Philadelphia, Pennsylvania, 19104, in the custody of the individual presenting them for recordation.

Sincerely,



A. Carl Kaseman, III  
Senior Tax & Finance Counsel

ACKIII/cmm

\*Each unit will have marked thereon the following legend:  
"Ownership subject to a ~~Security~~ Agreement filed  
under the Interstate Commerce Act, Section 20c".

Conditional Sale

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INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL ASSIGNMENT (hereinafter called this Supplemental Assignment), dated as of April 15, 1977, between J. P. MORGAN INTERFUNDING CORP. and GENERAL ELECTRIC CREDIT CORPORATION (hereinafter in their capacity as assignors collectively called the Assignors) and MELLON BANK, N.A., as Agent (hereinafter called the Assignee) under a Participation Agreement dated as of the date hereof (hereinafter called the Participation Agreement).

WHEREAS, under a Conditional Sale Agreement dated as of the date hereof (hereinafter called the Conditional Sale Agreement), between United States Trust Company of New York, as Trustee (hereinafter called the Vendee) under a Trust Agreement (B) dated as of the date hereof with J. P. Morgan Interfunding Corp. and General Electric Credit Corporation, and General Motors Corporation (Electro-Motive Division) (hereinafter called the Builder), the Builder agreed to construct, conditionally sell and deliver to the Vendee and the Vendee agreed to conditionally buy from the Builder and to accept delivery of certain items of railroad equipment described therein (hereinafter called the Equipment);

WHEREAS Consolidated Rail Corporation will lease from the Vendee all the units of Equipment as are delivered and accepted under the Conditional Sale Agreement, pursuant to a lease of Railroad Equipment dated as of the date hereof (hereinafter called the Lease);

WHEREAS the Builder by an Agreement and Assignment dated as of the date hereof (hereinafter called the Builder Assignment) sold, assigned, transferred and set over to the Assignors, their successors and assigns, all rights, title and interest of the Builder under the Conditional Sale Agreement subject to certain exceptions and upon the terms and provisions as provided therein; and

WHEREAS the Builder will guarantee to the Vendee and the Assignee certain obligations under the Lease and the Conditional Sale Agreement pursuant to a Guaranty Agreement dated as of the date hereof (hereinafter called the Guaranty Agreement).

NOW, THEREFORE, THIS SUPPLEMENTAL ASSIGNMENT WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Assignors, the receipt of which is hereby

acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. The Assignors do hereby assign, transfer and set over to the Assignee, its successors and assigns, all the right, title and interest of the Assignors under the Conditional Sale Agreement and the Builder Assignment and in and to the Equipment and all the obligations of the Assignors under the Builder Assignment to the extent that such obligations shall not have been satisfied by the Assignors prior to the Take-Out Date (as defined in the Participation Agreement), and the Assignee does hereby accept said assignment and agrees, subject to the terms and conditions contained in the Builder Assignment, to perform such obligations, without any recourse against any Assignor for or on account of the failure of the Vendee to make any of the payments provided for in, or otherwise to comply with any of the provisions of, the Conditional Sale Agreement or the failure of the Builder to perform its obligations under the Builder Assignment; provided, however, that this Supplemental Assignment shall not subject the Assignee to, or transfer, or pass, or in any way affect or modify, the obligations of the Builder to deliver the Equipment in accordance with the Conditional Sale Agreement or with respect to its warranties and agreements referred to in Article 13 of the Conditional Sale Agreement or relieve the Vendee from its obligations to the Builder contained in Articles 2, 3, 4, 6 and 13 of the Conditional Sale Agreement, it being understood and agreed that, notwithstanding this Supplemental Assignment, or any subsequent assignment pursuant to the provisions of Article 14 of the Conditional Sale Agreement, all obligations of the Builder to the Vendee with respect to the Equipment shall be and remain enforceable by the Vendee, its successors and assigns, against and only against the Builder. In furtherance of the foregoing assignment and transfer, but subject to the provisions of Section 2 hereof, the Assignors hereby authorize and empower the Assignee, in the Assignee's own name or in the name of the Assignee's nominee, or in the name of and as attorney hereby irrevocably constituted for the Assignors, to ask, demand, sue for, collect, receive and enforce any and all sums to which the Assignee is or may become entitled under this Supplemental Assignment and to ask, demand, sue for and enforce compliance by the Vendee with the terms and agreements on its part to be performed under the Conditional Sale Agreement, but at the expense and liability and for the sole benefit of the Assignee.

SECTION 2. Subject to the terms and conditions contained in the Participation Agreement, the Assignee, on the Take-Out Date, shall pay to the Assignors an amount, not to

exceed \$8,500,000, equal to the Conditional Sale Indebtedness (as defined in the Conditional Sale Agreement) in respect of the units of Equipment settled for under the Conditional Sale Agreement prior to the Take-Out Date and all accrued and unpaid interest thereon to, but not including, the Take-Out Date, provided that (i) the Assignee shall have been paid on the Take-Out Date an amount equal to such interest pursuant to the Participation Agreement and (ii) there shall have been delivered to the Assignee the following documents, in form and substance satisfactory to it and to Messrs. Cravath, Swaine & Moore or other special counsel selected by the Assignee, in such number of counterparts as may be reasonably requested by said special counsel:

(a) the bills of sale, resolutions, certificates of acceptance, invoices and opinions delivered to the Assignors in connection with the settlement for the units of Equipment settled for prior to the Take-Out Date, certified by the Assignors to be true and correct copies of the originals, together with an executed counterpart stamped to show recordation with the Interstate Commerce Commission of any conditional sale agreement and assignment relating to the units of Equipment settled for prior to the Take-Out Date; and

(b) a certificate of an officer of the Vendee, dated as of the Take-Out Date, (i) setting forth the amount, description and identification numbers of all the units of Equipment delivered prior to the Take-Out Date and stating that all such units were accepted and settled for by the Vendee and remain subject to the Conditional Sale Agreement, and (ii) stating that the unpaid Conditional Sale Indebtedness is in the amount specified in such certificate.

This Supplemental Assignment shall be effective only from and after the making of the payments referred to in the preceding paragraph.

SECTION 3. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Vendee thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Assignee hereunder.

SECTION 4. Each of the Assignors hereby:

(a) represents and warrants to the Assignee, its successors and assigns, that the Builder Assignment was duly authorized by it and lawfully executed and delivered by it for a valid consideration, that, assuming due authorization, execution and delivery by the other parties thereto, the Builder Assignment is, in so far as such Assignor is concerned, a legal, valid and existing agreement binding upon such Assignor in accordance with its terms, that it is now in force without amendment thereto and that no authorization or approval from, consent of or filing, registration or qualification with any governmental or public body or authority of the United States of America, or of any of the States thereof or the District of Columbia, is necessary for the execution, delivery and performance by such Assignor of the Builder Assignment;

(b) agrees that it will from time to time and at all times, at the request of the Assignee or its successors or assigns, make, execute and deliver all such further instruments of assignment, transfer and assurance and do such further acts and things as may be necessary and appropriate in the premises to give effect to the provisions hereinabove set forth and more perfectly to confirm the rights, titles and interests hereby assigned and transferred to the Assignee or intended so to be; and

(c) represents and warrants to the Assignee that such Assignor has not entered into any other assignment of its interests in the Conditional Sale Agreement acquired pursuant to the Builder Assignment or otherwise, has not entered into any amendment or modification of the Builder Assignment or the Conditional Sale Agreement and has not created or incurred or suffered to exist thereon any claim, lien or charge on such interest arising by, through, or under such Assignor, and that, to its knowledge, no default exists under the Conditional Sale Agreement.

The Assignors by the acceptance of payment to them from the Assignee on the Take-Out Date shall be deemed to reaffirm as of such date the representations and warranties hereinabove set forth.

SECTION 5. The terms of this Supplemental Assignment and all rights and obligations hereunder shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred as provided in Article 22 of the Conditional Sale Agreement.

SECTION 6. The Assignee agrees to deliver an executed counterpart of this Supplemental Assignment to the Vendee, which delivery shall constitute due notice of the assignment hereby made. Although this Supplemental Assignment is dated for convenience as of the date first set forth above, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

SECTION 7. The parties hereto acknowledge that the Guaranty Agreement contains certain provisions regarding the consent of the Guarantor in the event of any variation or modification of this Supplemental Assignment or any waiver of any of its provisions or conditions which would either individually or cumulatively have a material adverse effect upon the Guarantor.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due authority, have caused this instrument to be executed in their respective corporate names by duly authorized officers, and their respective corporate seals to be hereunto affixed and duly attested, all as of the date first above written.

J. P. MORGAN INTERFUNDING CORP.,

[Corporate Seal]

by Wm. P. K. Rees  
Vice President

Attest:

James D. Goodpasture  
Assistant Secretary

GENERAL ELECTRIC CREDIT CORPORATION,

[Corporate Seal]

by Arthur L. Farnsworth  
Vice President  
SENIOR LOAN OFFICER

Attest:

William D. Farnsworth  
Assistant Secretary

MELLON BANK, N. A., as Agent,

[Corporate Seal]

by J. F. Davidson  
Vice President

Attest:

J. F. Davidson  
Assistant Secretary



STATE OF NEW YORK, )  
 ) SS.:  
COUNTY OF NEW YORK,)

On this 22<sup>nd</sup> day of July 1977, before me personally appeared Homer McK. Rees, to me personally known, who, being by me duly sworn, says that he is a Vice President of J. P. MORGAN INTERFUNDING CORP., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Ludward Proctor  
Notary Public

[Notarial Seal]

My Commission expires

**FERDINAND CAIOCCA**

**NOTARY PUBLIC, State of New York**  
No. 31-0534625

No. 31-0534625

**Qualified in New York County**

Commission Expires March 30, 1979

STATE OF ~~CONNECTICUT~~ <sup>New York</sup>, )  
COUNTY OF ~~FAIRFIELD~~ <sup>New York</sup>, ) SS.:

On this 25 day of July 1977, before me personally appeared ARTHUR L. FENBOG, to me personally known, who, being by me duly sworn, says that he is **SENIOR LOAN OFFICER** of GENERAL ELECTRIC CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Caryn E. Weinberg  
Notary Public

[Notarial Seal]

My Commission expires

CARYN E. WEINBERG  
NOTARY PUBLIC, State of New York  
No. 03-4633931  
Qualified in Bronx County  
Commission Expires March 30, 1978

*Certificate filed in New York County*

*State of New York*  
~~COMMONWEALTH OF PENNSYLVANIA,~~

COUNTY OF ~~ALLEGHENY~~ *New York* ) ss.:

On this *25th* day of July 1977, before me personally appeared *R. J. Donahue*, to me personally known, who, being by me duly sworn, says that he is a *Vice President* of MELLON BANK, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said national bank, and that said instrument was signed and sealed on behalf of said national bank by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national bank.

*Rose M. Hogan*  
\_\_\_\_\_  
Notary Public

[Notarial Seal]

My Commission expires

ROSE M. HOGAN  
Notary Public, State of New York  
No. 31-4507270  
Qualified in New York County  
Commission Expires March 30, 1978

ACKNOWLEDGMENT OF  
NOTICE OF ASSIGNMENT

GENERAL MOTORS CORPORATION (ELECTRO-MOTIVE DIVISION)  
and UNITED STATES TRUST COMPANY OF NEW YORK, as Trustee under  
Trust Agreement (B), hereby acknowledge due notice of and  
consent to the assignment made by the foregoing Supplemental  
Assignment as of April 15, 1977, and hereby acknowledge  
receipt of an executed counterpart of such Supplemental  
Assignment.

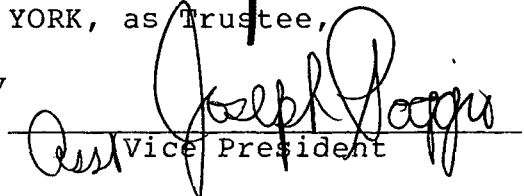
GENERAL MOTORS CORPORATION  
(ELECTRO-MOTIVE DIVISION)

WHP  
by

  
Vice President

UNITED STATES TRUST COMPANY OF  
NEW YORK, as Trustee,

by

  
Vice President